

**A SUBSTITUTE RESOLUTION
BY TRANSPORTATION COMMITTEE**

A SUBSTITUTE RESOLUTION ESTABLISHING THE COMPENSATION LIMIT FOR THE HARTSFIELD ATLANTA CONSTRUCTION MANAGER, LLC, A JOINT VENTURE OF JACOBS FACILITIES, INC., MHR INTERNATIONAL, INC., AND SMITH REAL ESTATE SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES, UNDER CONTRACT NO. FC-7217-00A, DURING THE THIRD YEAR OF THE FIRST FIVE-YEAR RENEWAL TERM IN AN AMOUNT NOT TO EXCEED \$9,792,000; TO BE PAID FROM VARIOUS ACCOUNTS HEREIN.

WHEREAS, the City of Atlanta (the "City") and Hartsfield Atlanta Construction Manager ("HACM"), entered into Contract No. FC-7217-00A ("Contract") to provide construction management services to facilitate expansion and improvements at Hartsfield-Jackson Atlanta International Airport, pursuant to Resolution 00-R-1479, adopted by the City Council on November 6, 2000 and approved by the Mayor on November 14, 2000; and

WHEREAS, the initial terms of the Contract with HACM was for five years with two five year renewal options to be exercised at the sole discretion of the City; and

WHEREAS, the Aviation General Manager did review HACM's performance under the Contract and recommended to the City's Chief Procurement Officer that the Contract be renewed for an additional five year term. The first five year renewal term for the HACM Contract was authorized by Resolution 06-R-1912, adopted by the City Council on September 5, 2006 and approved by the Mayor on September 13, 2006; and

WHEREAS, the Contract provide that the compensation limits for each calendar year shall be established annually by the Aviation General Manager, subject to approval of the City Council; and

WHEREAS, it is now necessary to establish the calendar year 2009 compensation limits for the HACM Contract for the third year of the first five-year renewal term.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the compensation limits for the third year of the first five-year renewal term with Hartsfield Atlanta Construction Manager, a Joint Venture of Jacobs, MHR International, and Smith Real Estate Services, for Contract FC-7217-00A, is established in an amount not to exceed \$9,792,000.

BE IT FINALLY RESOLVED that all compensation will be charged to be paid from PTAEO (\$4,798,080): 18102838 (Capital Design & MGMT/CO) TASK 102 550291249 (DOA R N E 9999) 5212001 (Consulting/Prof Services) AND FDOA 5502 (Airport Renewal & Extension) 180201 (DOA Capital Planning & Development) 5212001

(Consulting/Prof Services) 7563000 (AIRPORT) 102838 (Capital Design & MGMT/CO) 91249 (DOA R N E 9999) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT); to be paid from PTAE0 (\$1,795,200): 18101664 (Eastside Terminal) TASK XXX (NEW TASK) 550821363 (DOA 2004 C D E PFC 93CN) 5212001 (Consulting/Prof Services) and FDOA 5508 (2004 Airport PFC Bond Fund) 180201 (DOA Capital Planning & Development) 5212001 (Consulting/Prof. Services) 7563000 (Airport) 101664 (Eastside Terminal) 21363 (DOA 2004 C D E PFC 93CN) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT); to be paid from PTAE0 (\$652,800): 18102838 (Capital Design & MGMT/CO) TASK XXX (NEW TASK) 550721357 DOA 2004 A N B REV 93CK) 5212001 (Consulting/Prof. Services) and FDOA 5507 (2004 Airport Revenue Bond Fund) 180201 (DOA Capital Planning & Development) 5212001 (Consulting/Prof. Services) 7563000 (Airport) 102838 (Capital Design & MGMT/CO) 21357 (DOA 2004 A N B REV 93CK) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT); to be paid from PTAE0 (\$2,545,920): 18102838 (Capital Design & MGMT/CO) TASK XXX (NEW TASK) 551221378 (DOA 2006 CONRAC 93CU) 5212001 (Consulting/Prof Services) and FDOA 5512 (2006 Airport CONRAC Bond Fund) 180201 (DOA Capital Planning & Development) 5212001 (Consulting/Prof Services) 7563000 (Airport) 102838 (Capital Design & MGMT/CO) 21378 (DOA 2006 CONRAC 93CU) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT).

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WHEREAS, the initial terms of the Contract with HACM was for five years with two five year renewal options to be exercised at the sole discretion of the City; and

WHEREAS, the Aviation General Manager did review HACM's performance under the Contract and recommended to the City's Chief Procurement Officer that the Contract be renewed for an additional five year term. The first five year renewal term for the HACM Contract was authorized by Resolution 06-R-1912, adopted by the City Council on September 5, 2006 and approved by the Mayor on September 13, 2006.

WHEREAS, the Contract provide that the compensation limits for each calendar year shall be established annually by the Aviation General Manager, subject to approval of the City Council; and

WHEREAS, it is now necessary to establish the calendar year 2009 compensation limits for the HACM Contract for the third year of the first five-year renewal term.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the compensation limits for the third year of the first five-year renewal term with Hartsfield Atlanta Construction Manager, a Joint Venture of Jacobs, MHR International, and Smith Real Estate Services, for Contract FC-7217-00A, is established in an amount not to exceed \$9,792,000.

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Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to establish the Calendar Year 2009 Compensation limits for Hartsfield Atlanta Construction Management (HACM))

2. Please provide background information regarding this legislation.

The City of Atlanta (the "City") and Hartsfield Atlanta Construction Managers ("Consultant"), a Joint Venture of Jacobs Facilities, Inc., MHR International, Inc., and Smith Real Estate Services, Inc., entered into Contract No. FC-7217-00A to provide construction management services to facilitate expansion and improvements at Hartsfield-Jackson Atlanta International Airport, pursuant to Resolution 00-R-1479, adopted November 6, 2000 and approved by the Mayor on November 14, 2000.

The initial term for each Contract was for five (5) years with two (2) five (5) year renewal options to be exercised at the sole discretion of the City.

The Aviation General Manager reviewed HACM's performance under each Contract and recommended to the City's Chief Procurement Officer that the Contract be renewed for an additional five (5) year term. The first five (5) year renewal term for the HACM Contract was authorized by Resolution 06-R-1912, adopted by the City Council on September 5, 2006 and approved by the Mayor on September 13, 2006.

The Contract provides that the compensation limit for the subsequent renewal years shall be established annually by the Aviation General Manager, subject to approval of the City Council.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Service

- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:
- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract:

4. Fund Account Center (*Ex. Name and number*):

PTEAO (\$4,798,080): 18102838 (CAPITAL DESIGN & MGMT/CO) TASK 102 550291249 (DOA R N E 9999) 5212001 (CONSULTING/PROF SERVICES) AND FDOA 5502 (AIRPORT RENEWAL & EXTEN.) 180201 (DOA CAPITAL PLAN & DEVELOPMENT) 5212001 (CONSULTING/PROF SERV) 7563000 (AIRPORT) 102838 (CAPITAL DESIGN & MGMT/CO) 91249 (DOA R N E 9999) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT); TO BE PAID FROM PTEAO (\$1,795,200): 18101664 (EASTSIDE TERMINAL) TASK XXX (NEW TASK) 550821363 (DOA 2004 C D E PFC 93CN) 5212001 (CONSULTING/PROF SERV) AND FDOA 5508 (2004 AIRPORT PFC BOND FUND) 180201 (DOA CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROF. SERVICES) 7563000 (AIRPORT) 101664 (EASTSIDE TERMINAL) 21363 (DOA 2004 C D E PFC 93CN) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT); TO BE PAID FROM PTEAO (\$652,800): 18102838 (CAPITAL DESIGN & MGMT/CO) TASK XXX (NEW TASK) 550721357 DOA 2004 A N B REV 93CK) 5212001 (CONSULTING/PROF. SERVICES) AND FDOA 5507 (2004 AIRPORT REV BOND FUND) 180201 (DOA CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROF. SERV) 7563000 (AIRPORT) 102838 (CAPITAL DESIGN & MGMT/CO) 21357 (DOA 2004 A N B REV 93CK) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT); TO BE PAID FROM PTEAO (\$2,545,920): 18102838 (CAPITAL DESIGN & MGMT/CO) TASK XXX (NEW TASK) 551821381 (DOA 2006 CONRAC 93CU) 5212001 (CONSULTING/PROF SERV) AND FDOA 5518 (2006 AIRPORT CONRAC BOND FUND) 180201 (DOA CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROF. SERVICES) 7563000 (AIRPORT) 102838 (CAPITAL DESIGN & MGMT/CO) 21381 (DOA 2006 CONRAC 93CU) 0000 (DEFAULT) 00000000 (DEFAULT) 00000000 (DEFAULT).

5. Source of Funds: *Example: Local Assistance Grant* PFCs, Grants, GARBs

6. Fiscal Impact: \$9,792,000.

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery: Cost reimbursed for project funds (PFC's, GARBs, Grants)

Examples:

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

This Legislative Request Form Was Prepared By: Del Chambers-Grubb

52. **SCOPE OF SERVICE/ROLES AND RESPONSIBILITIES.** CONSULTANT shall be responsible for performance of the following items:
- 52.1 **Construction Management Services.** CONSULTANT shall monitor the overall control and expediting of the construction work to facilitate completion of each construction project as part of the Project within the approved time frame and within the estimate of construction cost of the Project. CONSULTANT shall also be responsible for quality assurance of the construction work in accordance with the construction and procurement contracts. CONSULTANT shall monitor the work of the construction contractor(s) (hereinafter referred to as the Contractor or the Contractors) and shall coordinate all phases of their work to facilitate completion of the Project in accordance with the established time period and estimate of construction cost of the Project. CONSULTANT shall be responsible for construction management of the Fifth Runway, Fifth Runway related projects and other projects as may be assigned by the General Manager.
- 52.1.1 **Construction Management Policies and Procedures.** Implement program wide policies and procedures to manage projects during the construction phase, as may be directed by the General Manager.
- 52.1.2 **Site Management Support.** Provide the PM, Resident Engineers, and Inspectors with construction policies and procedures to be used in managing projects during the construction phase, and assign resources to each project.
- 52.1.3 **Pre-construction Support.** Provide technical support the in pre-award and pre-construction meetings. Coordinate pre-construction meetings to acquaint construction contractors with tenants and operations contracts at the Airports, applicable procedures for interfaces, airport security requirements and guidelines for early submittal requirements and mobilization efforts. Identify long lead procurement items that may impact bid and overall project timeframes.
- 52.1.4 **Construction Services.** Issue field orders as necessary to project contractors, monitor all contracts on all projects, and monitor tenant projects as requested.
- 52.1.5 **Shop Drawings.** Upon submittal by Contractor, provide shop drawing review indicating whether the submitted shop drawings are in general compliance and forward shop drawings to the project A/E for review. Maintain a shop drawing and sample file and log for each project.
- 52.1.6 **Building Code Inspection Coordination:** Provide coordination between Contractor and CITY'S Building Department's inspectors

during project construction and at the time of final inspection for certificates of occupancy.

- 52.1.7 **Training.** Provide training to Resident Engineers, Inspectors, Contractors, and other field personnel as required.
 - 52.1.8 **Resident Engineer Management.** Oversee daily activities of the resident engineer and staff, review all correspondence issued, review and sign timesheets and overtime sheet, and review the QA/QC and progress reports.
 - 52.1.9 **Evaluations.** Provide end-of-year performance evaluations for contractors in accordance with prescribed procedures.
 - 52.1.10 **Cost Control.** Monitor construction to identify and report to the PM variances between actual costs and approved budgets, and identify potential cost overruns. Include funding levels, commitments, costs to date and forecasts in the monthly progress report, as described in section 5.3.3 below. In conjunction with cost estimating, assess alternatives in coordination with the project A/E to correct any variances and reduce costs. Notify DOA and the PM with recommendations for appropriate action.
- 52.2 **Safety.** The CONSULTANT shall be responsible for reviewing and coordinating, and to the extent necessary revising and/or modifying, with the CITY'S permission, Contractor's safety precautions and programs. CONSULTANT shall notify the DOA in writing of any observed inadequacies in Contractor's safety programs and shall notify the DOA in writing of instances of noncompliance apparent during CONSULTANT'S inspection. CONSULTANT'S responsibilities for review and coordination of construction safety programs shall not extend to direct control over or charge of the acts or omissions of Contractors or any persons not directly employed by CONSULTANT. CONSULTANT shall coordinate the availability of temporary project facilities, equipment, materials and services for common use of Contractors. The CITY may request that CONSULTANT provide a sample safety manual for use by DOA.
- 52.2.1 **Owner Controlled Insurance Assistance.** Assist DOA, as directed, with the administration of CITY'S Owner Controlled Insurance Programs (OCIP).
 - 52.2.2 **Safety QA.** Provide Quality Assurance monitoring of Contractor's safety programs. Evaluate Contractors' compliance with its approved safety plan through observation and monitoring of the project.

- 52.2.3 **Safety Support.** Serve as liaison with DOA and participate in all pre-bid and pre-construction meetings.
- 52.2.4 **Safety Training.** Review and approve all Contractor safety programs and provide safety-training seminars for construction staff, resident engineers and general staff.
- 52.2.5 **Safety Monitoring:** Inspect construction sites on a daily basis.
- 52.2.6 **Safety Policy:** Ensure that the contracts provide the policies, plans and procedures to accomplish construction activities in a manner that does not compromise the safety of Contractors' personnel and equipment, members of the public or their property.

53 PROJECT CONTROLS.

- 53.1 **Schedule Verification.** Review and monitor individual project schedules and work breakdown schedules throughout the Program implementation process for compliance and compatibility with overall Program implementation requirements. Provide information necessary to update individual project schedules in the Master Schedule as required.
- 53.2 **Project Schedule Development.** Provide all necessary information for use in preparing the summary of work portion of the construction bid documents and as a baseline for evaluating contractor schedule submittal during start-up of construction.
- 53.3 **Monthly Project Progress Reports.** During construction, prepare regular monthly progress reports for each project which tracks the schedule and budget and addresses the plan, progress and problems for each project. Identify any deviations from established project schedules, budgets and any other performance metrics. Manage the monthly progress meetings and record and distribute all meeting minutes.
- 53.4 **Document Control.** Process, log, distribute shop drawings, review documents, such as construction plans, specifications and RFIs, provide all documents to Program Document Control, provide messenger services from Central Field Office, and receive certified payrolls for initial review for all construction projects prior to submission to CITY.
- 53.5 **City Security Support.** Ensure that all DOA/FAA security regulations are maintained on site. Provide or ensure the provision of security for projects where multiple Contractors are working in the same area on the AOA, particularly in areas of the AOA that have been opened to accommodate the work; process security credentials, ID badges and audit security company invoices. Additionally, act as liaison with DOA security, and conduct training as required.

53.6 **Project Overviews.** Review and develop, from a construction aspect, a profile of each project, which shall include, but is not limited to, elements such as schedule, site, construction methods, and special or difficult circumstances.

53.7 **Data Management.** Utilize existing Program management information system, procedures, hardware, software, and network systems, including the estimating database, to track project schedules and costs.

54. **PROJECT ADMINISTRATION.**

54.1 CONSULTANT shall provide administrative, management and related services as required to coordinate the work of the Contractors with each other and with the activities and responsibilities of the DOA, the PMT and each project's A/E, to complete the projects in accordance with DOA's objectives for cost, time and quality.

54.2 CONSULTANT, in cooperation with each project's A/E, shall provide administration of the Construction Contract for each project. CONSULTANT shall administer all such contracts to achieve completion of the work in accordance with each contract's approved Drawings and Specifications.

54.3 **Claims Avoidance, Claims Management and Change Order Analysis.** Provide claims avoidance management and claims management. Review design and construction contract claims and change orders, evaluate the basis for claims and disputes, analyze claim amounts and participate in settlement negotiations as requested. Maintain claims register indicating current status of each claim and recommend appropriate actions to the CITY and PM. Prepare and present proposed change orders to the PM with a complete explanation for the change and an assessment of the impact to cost and schedule, and manage the change order process within delegated limits. Provide a detailed scope of work for each construction work package.

54.4 **Contract Monitoring Assistance.** Support DOA, PM, engineers, planners and schedulers in their contract monitoring activities, including filing of mechanics liens and checking and logging all contractor insurance certificates. Aid in verifying that the insurance carried by each contractor and subconsultant/subcontractor is in compliance with the requirements of the bid package.

54.5 **Technical Assistance.** Provide technical assistance to Contractors, through CONSULTANT'S Resident Engineers, in the construction submittal, Request-for-Information (RFI), and change order processes. Route Contractor submittals to review agency (PM and/or Architect (A/E) of Record). Track and manage the flow of construction submittals. Check and log all Requests for subconsultant/subcontractor Approval forms.

- 54.6 **Operations and Maintenance (O&M) Reviews.** Review final O&M submittals for conformance to the Contract documents and provide final recommendations for DOA approval of all O & M related documents. Submit to the PM written Notice of Completion when work has been completed for each contract.
- 54.6 **Start-Up and Training Coordination.** Coordinate and monitor facility/equipment start-up planning and operational tests; coordination of new facility occupancy; and new facility / equipment training of DOA and/or tenant personnel. Coordinate DOA or tenant maintenance personnel witnessing of start-ups. Arrange for corrections of any deficiencies through Contractors and develop all corresponding punch lists. Collect and maintain all documents, manuals and warranties for turnover to the CITY and/or the PM.
- 54.7 **Contract Closeouts.** Draft and monitor contract closeout-checklist in order to receive all deliverables, finalize all change orders and determine final quantities for final payment and contract closeouts.
- 54.8 **Project Documentation.** Maintain files of as-built documentation for all projects managed by CONSULTANT and review for accuracy and completeness. Transmit all final project documents to Program Document Control.
- 54.9 **Subconsultant/Subcontractor Agreements.** Maintain complete responsibility for the selection of, negotiation with, and management of any approved subconsultant/subcontractor contracting directly with CONSULTANT, and maintain complete responsibility for the creation and implementation of contracts and amendments for those approved subconsultants/subcontractors contracting directly with CONSULTANT.
- 54.10 **Contract Invoices.** Review and approve construction contract payments, collect/review all submittals. Review Contractor's invoices and change order proposals for completion and accuracy, certify completion of work, and sign monthly pay estimate.
- 54.11 **Contract Inquiries.** Respond to all appropriate contract inquiries from bonding companies, auditors, etc.
- 54.12 **Bid Package Support.** Review bid packages from a construction feasibility perspective for DOA. In conjunction with the DOA Project Manager, verify realistic scope of bids, ensure projects are adequately portrayed, and document requirements and specifications are clear. Verify responsibilities are clear in terms of overall, quality control, quantity measurement, payment requests, and repair for damage. Ensure equipment specifications and warranties are included, change order pricing procedures are identified, and applicable codes and standards are included.

55. DESIGN/ENGINEERING RELATED SERVICES.

- 55.1 Constructability Review.** Perform design reviews for new and existing projects for constructable and biddable plans, specification and estimates. Check for reasonable selection of materials, equipment and systems. Confirm the design is compatible with standard construction methods, dimensions are adequately presented, and adequate documentation is provided. In addition, ensure that site conditions and as-builts are well depicted, and limitations on the site are considered, phasing requirements have been assessed, and interdisciplinary coordination has been adequately performed by the project A/E. Provide comments to designers and the PM, in a standard format using a checklist and sign-off system, and verify changes are incorporated.
- 55.2 Attend project design review meetings.** During design review process, in cooperation with the project A/E, identify potential construction alternatives and materials or systems selections, which would substantially shorten the project schedules and/or reduce the project costs. If opportunities exist, notify CITY and PM with recommendations for appropriate action.
- 55.3 Design Errors and Omissions, Damage Recovery.** Review contract modifications on all projects to determine first, whether any changes were the result of design errors and/or omissions and second, the estimated amount of the CITY damages resulting from the errors and omissions. If the analysis shows that CITY has sustained damages, take action to formally notify the project A/E and negotiate a proposed settlement of the CITY'S claim, subject to the CTIY'S approval. A log, which outlines all changes and claims, shall be maintained for each project.
- 55.4 On-Site Inspections.** Provide on-site inspections of the projects to ensure that each contractor is in compliance with its contract.
- 55.5 Construction Document Review.** Work in conjunction with DOA and PM to perform a general review of all construction documents and other materials contained in Bid Packages for completeness, consistency, and clarity. This does not include responsibility for content. Identify and report areas not covered, items lacking detail, areas which may be potential future claims, compatibility with proposed tenant work, phasing of occupancy, and clear definition of work site and specific work interfaces with other contractors.

56. QUALITY ASSURANCE/QUALITY CONTROL.

- 56.1 Quality Assurance/Quality Control (QA/QC) Confirmation.** Assist PMT in the implementation, maintenance and monitoring of the Program wide QA/QC policies and procedures as well as the testing of QA/QC policies and procedures.

- 56.2 **QA/QC Contract Verification.** Assist and support PMT with development and review of QA/QC provisions in Contract Documents during design.
- 56.3 **Contractor QA/QC Programs Review.** Assist and support PMT with and support, review and implementation of Contractors' Quality Control Programs on DOA design and construction contracts.
- 56.4 **QA Implementation.** Assist and support PMT's implementation of the Quality Assurance Program including audits and testing facilities and testing of materials. Schedule tests and witnessing inspectors. Aid in administering the budget and assignments for the QA independent testing labs, and submit all test procedures to the PM for approval.
- 56.5 **Internal Evaluation.** ~~Perform~~ internal evaluations of CONSULTANT activities to assess compliance with CONSULTANT and DOA procedures on a biannual basis, test field supervision consultant's inspections for compliance with Contract Documents, and inspect accuracy and compliance with warehousing/storage procedures.
- 56.6 **QA/QC Inspections.** CONSULTANT shall inspect the site of each project at intervals appropriate to the stage of construction, or as otherwise agreed to by PM and the DOA in writing, to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents in order to prevent defects and deficiencies in the work. CONSULTANT shall monitor the work of each of the Contractors for the purpose of achieving satisfactory performance and to determine the adequacy of personnel, equipment and the availability of materials and supplies to meet the approved project schedule. CONSULTANT shall schedule periodic meetings with Contractor and project A/E for review of work done, planning, and the resolution of any questions or issues that may arise with respect to the work. CONSULTANT shall not have control over construction means, methods, techniques, sequences and procedures employed by contractors in the performance of their contracts, but shall be responsible for using its best efforts to review and, if unacceptable, disapprove such, and shall recommend to the General Manager a course of action to be taken by the CITY when the requirements of the contract documents are not being met. CONSULTANT shall institute procedures for issuing deficiency notices to highlight non-conforming work, establish plans for remedial action, and document acceptance of the work. The performance of such observations, however, shall not relieve Contractor of its responsibility to perform all work in accordance with the contract documents.
- 56.7 **Resident Inspection.** CONSULTANT will provide on-site representation, observation, and inspection for all construction on each project. CONSULTANT shall maintain a competent full-time staff at each project to coordinate the work and progress of the Contractors at each of such projects. CONSULTANT shall

establish on-site organization, procedures and lines of authority in order to carry out the overall plan for development of each project.

- 56.8 **Non-Conforming Work.** On the basis of its observations, CONSULTANT shall keep the DOA informed of the progress and quality of the work of each project. If at any time CONSULTANT observes or otherwise becomes aware of any fault or defect in a project, or any non-conformance with the project's contract documents, CONSULTANT shall promptly notify the DOA and project A/E. CONSULTANT shall promptly recommend to the DOA steps which should be taken to correct such fault, defect, or non-conformance. After said steps receive approval from the General Manager, CONSULTANT shall promptly implement said steps. CONSULTANT shall reject work that does not conform to the requirements of the contract documents, however CONSULTANT'S rejection is subject to review by the project A/E and DOA. At the outset of each project, an inspection and testing plan based on the contract documents shall be developed by CONSULTANT and implemented. As appropriate, CONSULTANT shall require special inspection or testing, or make recommendations to project A/E regarding special inspection or testing of work which is suspected of not being in accordance with the provisions of the contract documents, whether or not such work has been fabricated, installed or completed. CONSULTANT shall assist the DOA in selecting and retaining the professional services of surveyors, special consultants and testing laboratories for testing to be performed by the DOA or CONSULTANT and shall monitor all inspection and testing performed by project A/E.
57. **PROJECT DOCUMENTATION.** CONSULTANT shall aid in the preparation and submission of all project documents to the DOA and project A/E for review, approval and execution, as required, specifically and appropriately for each different type of documentation including without limitation, Certificate of Insurance, Project Budgets, Contracts, Change Orders, Progress Payments, Shop Drawings, Product Data, Samples and other submittals as required by the contract documents. CONSULTANT shall receive from the Contractors all Shop Drawings, Product Data, Samples and other submittals and transmit same to project A/E for review and recommendation for approval.
58. **PROGRAM PLANNING.**
- 58.1 **Project Support.** Support PMT as necessary on a project-by-project basis to provide planning and coordination, and to apprise DOA and tenant operations of plans for construction, in order to minimize disruption from Program activities. As requested by the General Manager, assist the airlines in the selection, purchasing and installation of highly specialized equipment and systems.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 11/26/08

Anticipated Committee Meeting Date(s): 12/10/08

Anticipated Full Council Date: 01/05/09

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION ESTABLISHING THE COMPENSATION LIMIT FOR THE HARTSFIELD ATLANTA CONSTRUCTION MANAGER, LLC, A JOINT VENTURE OF JACOBS FACILITIES, INC., MHR INTERNATIONAL, INC., AND SMITH REAL ESTATE SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES, UNDER CONTRACT NO. FC-7217-00A, DURING THE THIRD YEAR OF THE FIRST FIVE-YEAR RENEWAL TERM IN AN AMOUNT NOT TO EXCEED \$9,792,000; TO BE PAID FROM VARIOUS ACCOUNTS HEREIN.

FINANCIAL IMPACT (if any) \$9,792,000

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 11-24-08 [Signature] Reviewed by: 11/26/08 [Signature]
(date) (date)

Submitted to Council: _____
(date)